



Bis-Man Transit delivers valued public transportation, linking people, jobs and communities.

INVITATION FOR BID CARPET CLEANING SERVICES

August 3, 2023

IFB #23-005

BID DUE DATE – August 17, 2023 - 2:00 PM CST

From:
BIS-MAN TRANSIT
3750 EAST ROSSER AVENUE
BISMARCK, ND 58501



3750 E Rosser Avenue,
Bismarck, ND 58501



info@bisantransit.com



701.258.6817



www.bisantransit.com

Notice is hereby given that Bids will be received by the Bis-Man Transit Board (BMTB) for performing all work necessary in accordance with the Scope of Work specified herein. Please carefully read and follow the instructions provided. Respondents are responsible for making certain that their Bid documentation is complete and is received by BMTB on or before the closing deadline.

Bids shall be mailed or delivered to:

Bis-Man Transit Board
Attn: Deidre Hughes, Executive Director
3750 E. Rosser Ave.
Bismarck, ND 58501

Bids shall be clearly marked as follows: IFB 23-005

CLOSING DEADLINE: No later than August 17, 2023 at 2:00 pm CST

BMTB is not liable for any costs incurred by Bidders in responding to this Invitation for Bids.

Please direct inquiries to Deidre Hughes, Executive Director, via email at dhughes@bisantransit.com.



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Bismarck, ND 58501



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BIDDER'S SUBMITTAL CHECKLIST

This checklist is provided to assist Bidders with submitting a complete Bid. Bidders are to submit Bid as noted below and are to include this Checklist with Bid.

1. _____ Bidder's Submittal Checklist
2. _____ Cover Letter and Bidder Information
3. _____ Signed Acceptance of Addenda (If needed)
4. _____ Bid Price Breakdown (Must include materials and labor)
5. _____ Required Certifications (Attachment 1)
6. _____ Acceptance of Federal Clauses (Attachment 2)

Non-submittal of any requested item may be considered non-responsive.



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I. GENERAL INFORMATION

A. PURPOSE AND BASIS OF AWARD

BMTB invites the submission of Bids from qualified Bidders to provide carpet cleaning and restoration services as specified in Section II – Nature of Solicitation.

B. ORGANIZATION BACKGROUND

BMTB was incorporated on April 28, 1987, and began providing door-to-door bus service in 1990 for persons with disabilities, and a short time later, the service was also extended to senior citizens. Bis-Man Transit also began a fixed-route bus service for the cities of Bismarck & Mandan which would be available for everyone to use. In May of 2004, the first rides were given on the fixed-route service Capital Area Transit (The CAT). Between the two service modes, we now provide approximately 200,000 passenger rides per year. It is the goal of the Bis-Man Transit Board to provide the safest, most cost-effective service to the greatest portion of the population that we can, given the resources at our disposal. BMTB is governed by a 9-member Board of Directors.

Bis-Man Transit maintains and operates both the paratransit system and the fixed route CAT bus system in the Bismarck & Mandan communities. For more information, visit the Bis-Man Transit website at www.bismantransit.com.

II. NATURE OF SOLICITATION

A. GENERAL

The Bis-Man Transit Board is soliciting bidders for carpet cleaning and restoration services.

The details of this project can be found below.

- Total square footage of carpeted facility is 7,857 sq/feet.
- High-traffic areas needing cleaning are significantly less than the total square footage.
- Entrances, hallways, offices, and other high-traffic areas should be included in the quote.
- All deep cleaning and restoration should be performed in accordance with the Alladin Carpet Care recommendations found in attachment 3.
- Bidder must certify that all employees are being paid in accordance with the Davis-Bacon wage determination requirements. For this specific project, the minimum hourly wage for employees is **\$16.59** per Executive Order 14026. Additional information on Davis-Bacon requirements can be found in section B.

B. REQUIREMENTS FOR BID PROPOSAL



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Bismarck, ND 58501



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Eligibility of bid is set forth in the following requirements:

1. Ability to provide service by September 31, 2023.
2. Bid price must be broken out by materials and labor.
3. Compliance with Davis-Bacon Act.

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled

C. LENGTH OF CONTRACT

The contract will be awarded by August 24, 2023, at the latest.

D. BILLING

Invoices must be emailed (tkitzan@bismantransit.com) or mailed to Bis-Man Transit Board, 3750 E. Rosser Ave., Bismarck, ND 58501.

III. INFORMATION REQUIREMENTS FOR RESPONSE TO IFB

A. ENTITY INFORMATION

1. Cover letter including organization name, location, and a brief history
2. Any litigation currently pending with the organization

B. PROPOSED BID



3750 E Rosser Avenue,
Bismarck, ND 58501



info@bismantransit.com



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www.bismantransit.com

1. Must submit bid by 2:00 PM August 17, 2023, addressed to the Bis-Man Transit Board, Executive Director, Deidre Hughes, 3750 E. Rosser Ave. Bismarck, ND 58501 or dhughes@bisantransit.com.
2. Must identify the bid: IFB 23-005.
3. Ability to complete services by September 31, 2023.
4. The Contractor must also provide the Bis-Man Transit Board with the right to terminate the agreement for convenience with five business days' notice and without penalty to the Bis-Man Transit Board.

*NOTE: Potential bidders may contact Deidre Hughes, Executive Director, to schedule an on-site tour of the facility.

dhughes@bisantransit.com

701.258.6817

IV. SELECTION PROCESS

A. SUBMISSION OF QUALIFICATIONS

The Bis-Man Transit Board will determine which organization is best qualified to provide services based on the information requested in the IFB.

B. ESTIMATED SCHEDULE FOR SELECTION PROCESS

Issuance of IFB – **August 3, 2023**

Responses Due – **August 17, 2023 by 2:00 pm CST**

Award of contract – **August 24, 2023, at the latest**

C. REQUEST FOR ADDITIONAL INFORMATION

The Bis-Man Transit Board reserves the right to request any additional information that it deems necessary to assist with the review and contract award process.

D. QUESTIONS, CLARIFICATION AND/OR REVISIONS

Bidders are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this IFB via phone at 701.258.6817 or email to dhughes@bisantransit.com no later than 11:00 a.m. CST August 10, 2023.

If a Bidder fails to notify BMTB of any condition stated above that reasonably should have been known to the Bidder, and if a contract is awarded to that Bidder, the Bidder shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this IFB will only be made by official addendum issued by BMTB. Addenda will be posted by August 11, 2023. Bidders are responsible for checking the website for addenda prior to submitting their Bid. Failure to acknowledge addenda may disqualify a Bid. As such, Bidders are advised to review the website prior to the close of this Bid.



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E. FEDERAL CLAUSES AND CERTIFICATIONS

As a sub-recipient of federal grant monies all federal clauses must be adhered to and all applicable certifications must be signed. See attachment 2 for clauses.

F. LATE BIDS

Late bids will only be accepted if proven to be late due to Bis-Man Transit's mishandling after receipt at its offices.

G. CANCELLATION OF REQUEST FOR LETTERS OF INTEREST

Bids must set forth full, accurate, and complete information as required by the IFB.

The Bis-Man Transit Board reserves the right to cancel this request for professional services at any time, to elect not to award the work listed, to reject any or all of the responses, to waive any informality or irregularity in any response received, and is the sole judge of the merits of the respective responses received.

While the Bis-Man Transit Board intends to award all tasks included in this request for proposal to one organization, the Bis-Man Transit Board also reserves the right to contract any portion of this bid separately.

H. RESPONSIVENESS OF BIDS

A bid must comply in all material respects with the IFB, including the method and timeliness of submission. Email or facsimile bids will not be considered under the competitive sealed bid process

I. FALSE OR MISLEADING STATEMENTS

Bids which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Bidder, shall be rejected.

J. MODIFICATION/WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written, email, telegraphic, or facsimile notice or in person if submitted to and received by the Procurement Manager not later than twenty-four (24) hours before the time set for bid opening. Email, telegraphic or facsimile modifications or withdrawals will be sealed in an envelope by a Bis-Man Transit official and noted for opening with the bid package. Information will not be disclosed prior to opening.



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**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- 1) The prospective primary participants certified to the best of its knowledge and belief that it and its principals:
 - a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: _____

Date: _____ By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf of
_____ that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____.

By: _____

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ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the

bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency’s damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency’s total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the

increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or

components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded.

Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating

within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

- 1 **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2 **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3 **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 4 **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting

free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor

responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable

requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier..

FLY AMERICA

a) Definitions. As used in this clause—

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an

equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by

Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For

example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

SPECIAL DOL EEO CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from

the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

- (1) The contractor certifies that it:
 - (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

Acceptance of Federal Clauses

Name: _____

Title: _____

Date: _____



CARPET CARE 101

PREVENTIVE MAINTENANCE	SEC. 1.0
VACUUMING	SEC. 2.0
SPOT REMOVAL	SEC. 3.0
INTERIM CLEANING	SEC. 4.0
RESTORATIVE DEEP CLEANING	SEC. 5.0

THE FIVE KEYS TO EFFECTIVE MAINTENANCE

1.0

PREVENTIVE MAINTENANCE

Dirt is everywhere. Keeping it out of buildings is easier and less expensive than removing it.



2.0

VACUUMING

Regular vacuuming is the most important part of any maintenance program.



3.0

SPOT REMOVAL

Spots are inevitable, but they don't have to be permanent. Remove a spill quickly and there is less chance it will become a stain.



4.0

INTERIM CLEANING

Scheduled pile lifting, vacuuming, spot removal and low moisture cleaning can help the carpet retain appearance and improve performance.



5.0

RESTORATIVE DEEP CLEANING

No matter how conscientiously you work at it regularly scheduled maintenance will still leave some soil behind. Periodic deep cleaning, using hot water extraction, is most effective at removing any embedded abrasive soil.

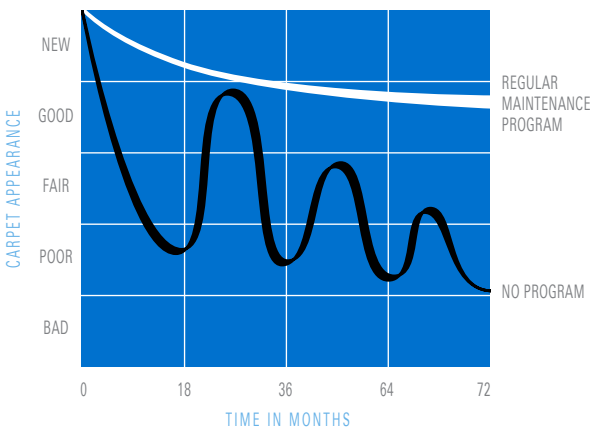


THANK YOU FOR CHOOSING MOHAWK CARPET!

We appreciate your choice and we will continually strive to earn your business through service after the sale. One of the ways we do that is by providing you with the best possible information regarding the care and maintenance of your carpet. We want you to have an enjoyable experience with your carpet throughout its life on your floor.

With this guide, we want to help you maximize your carpet investment by showing you how to implement an effective carpet maintenance program right from the start. A comprehensive maintenance program will extend your carpet's performance, appearance and life. The longer your carpet lasts, the less it costs.

AN EFFECTIVE MAINTENANCE PROGRAM WILL PROTECT YOUR CARPET INVESTMENT.



CARPET APPEARANCE

With and without a planned maintenance program



Mohawk Group offers walk-off tiles to fit any type of entrance situation. To learn more about our walk-off tiles contact your local sales representative or you can visit our website at: mohawkgroup.com

KEEP THE DIRT OUT

An often overlooked, but vitally important part of a maintenance program is preventive maintenance, which prevents soil from being deposited into the carpet. The best way to do this is with proper and adequate walk-off systems at all entrances and other sources of soil.

Proper walk-off material is able to scrape and hold large amounts of dry soil as well as absorb water or oil-based moisture. Mohawk walk-off tiles are made to do both, or you can use separate mats for soil containment. Adequate walk-off material should capture five or six foot-steps (roughly 10-15 feet). This amount has been shown to trap 80% of the soil and moisture that would have migrated into your facility.

Along with placing walk-off material at all entrances to your facility, you can use mats at other sources of soil, such as break rooms, water fountains and coolers, to prevent soil from being deposited into the carpet.

For walk-off material to be effective, we recommend daily vacuuming, just as with your other surfaces. Actually, walk-off material requires more frequent cleaning because it is your first line of defense and accumulates soil much more quickly. If this accumulated soil is not removed, the walk-off material will become saturated with soil and lose its ability to prevent soil from entering your facility.

THOROUGH PREVENTIVE MAINTENANCE INCLUDES

- Keeping sidewalks and parking areas clean
- Using chair pads to prevent casters from grinding soil into the carpet
- Placing trashcans in easily accessible areas

PREVENTIVE MAINTENANCE FACTS

- A 15 ft. walk-off tile area effectively removes about 80% of soil and moisture before it reaches the carpet.
- Removing a pound of dirt once it is inside a building is estimated to cost more than \$500.
- It is estimated that up to 24 lbs. of dirt can be tracked in by 1,000 people entering a building over a 20-day work period.

VACUUMING

Proper vacuuming is the single most important part of any maintenance program.



When selecting vacuums, a great place to start is the Carpet and Rug Institute's (CRI) Seal of Approval list. The vacuums listed at www.carpet-rug.org have been tested in an independent, certified laboratory and have met minimum standards for cleaning efficacy.

THE MOST IMPORTANT MAINTENANCE TASK

Frequent and thorough vacuuming is the single most important component of a carpet maintenance program. Studies of the soil composition in a facility show that roughly 80% is dry, insoluble soil, or what most of us refer to as dirt. The most efficient way to remove this dry, insoluble soil is with frequent and thorough vacuuming.

Soil accumulation is inevitable if vacuuming isn't planned at routine intervals. The best way to plan your vacuuming is to identify high, medium and low-traffic areas. Continually monitor these areas for changes in carpet performance and make adjustments to the maintenance schedule as needed.

It is important to note that carpet is a three-dimensional product. Unlike hard, two-dimensional flooring, carpet has depth and the ability to hide soiling. Carpet can trap and hold up to one pound of dirt per square foot before it appears dirty, which is a major advantage that carpet has over other flooring types. Even though it may not appear dirty, carpet requires routine maintenance, particularly vacuuming, to remove soiling and keep it looking beautiful for years.

VACUUMING TIPS

- ➡ Vacuum with slow, deliberate passes in length and width for maximum effectiveness.
- ➡ Heavy traffic areas require multiple passes back and forth to sufficiently extract embedded soil.
- ➡ A vacuum with a brush roller will provide agitation to help with soil removal.
- ➡ Slow movement allows time for air to circulate through the face yarn and extract soil.

RECOMMENDED EQUIPMENT

To adequately remove dry soil with routine vacuuming, you will need to ensure that you use the proper equipment. Mohawk recommends:

- ➡ An upright, dual-motor vacuum with a brush roller and high-efficiency filtration for the bulk of your vacuuming needs. Dual-motor vacuums have one motor for the vacuum suction and one for the brush roller.
- ➡ A wide-area vacuum for large corridors and other wide-open areas.
- ➡ A backpack or canister vacuum for stairs.

VACUUMING

EQUIPMENT MAINTENANCE

Just as you maintain the floor, you need to perform routine maintenance on your vacuums. The crucial parts to pay special attention to are the bags, belts and brush rollers.

- ➡ Bags should not get more than two-thirds full before being replaced. The vacuum loses suction significantly and will not pick up much dirt when the bag is too full.
- ➡ Vacuum belts stretch out over time and become loose. They need to be changed regularly to keep the vacuum in good working condition.
- ➡ Check the brush roller periodically for a build-up of loose items, such as strings or hair, which could impair its function. Monitor the brush roller to make sure that it hasn't worn down to the point that it is no longer making contact with the carpet face fibers. You can easily check by running a straight edge, such as a driver's license or a credit card, across the vacuum suction opening to make sure it makes contact with the brush roller.

VACUUMING FREQUENCIES

The table below is provided as a general reference for how often different types of traffic areas should be vacuumed during normal situations.

AREA TYPE	TRAFFIC CONDITION
Entry	Heavy
Ground Floor Halls	Heavy
Breakroom or Food Areas	Heavy
Above Ground Halls	Medium
General Office Areas	Medium
Classrooms/Guest Rooms	Medium
Hospital/School Corridors	Medium
Conference Rooms	Medium
Nursing Stations	Medium
Supply Rooms	Medium
Patient Rooms	Medium
Executive Offices	Light
Boardrooms	Light

* Occupancy and traffic will determine frequency



CLEANING FREQUENCIES FOR A TYPICAL CORPORATE OFFICE

2.1 VACUUMING

VACUUMING
FREQUENCY

Daily
Daily
Daily
3 per week
3 per week
3 per week
3 per week
3 per week
3 per week
3 per week
Weekly
Weekly

HEAVY COMMERCIAL TRAFFIC

The classification of heavy commercial traffic refers to public spaces such as main corridors, lobby and entrance areas, vending machine areas, airports, casinos, assisted living and retail facilities.

MEDIUM COMMERCIAL TRAFFIC

Medium Commercial areas are those that must withstand high foot traffic such as school corridors and classrooms, administrative and general office areas.

LIGHT COMMERCIAL TRAFFIC

Light traffic areas include executive offices, boardrooms and cubicles. Traffic is minimal, thus reducing the soil in this area.

SPILL AND SPOT CLEANING

30



NOTE:

When cleaning a spot always work from the edge toward the center of the spot. Always blot, never scrub, as it may spread the spot or distort the fibers.

EFFECTIVE SPOT REMOVAL STARTS WITH THE PROPER PRODUCT SPECIFICATION

If you specify one of Mohawk's stain resistant fiber systems you are specifying the best stain resistant systems available. These products allow 96% of all spills to be removed with water only, ensuring that your carpet will last longer, look new longer, be less expensive and more environmentally friendly to maintain.

SPOT CLEANING IS ESSENTIAL

Dry soil often hides within the carpet pile, but spots and spills can stand out, depending upon the carpet's color and pattern. Therefore, to keep your carpet looking as good as possible it's essential that spot cleaning become an important part of your maintenance program. Since most carpet manufactured today has mill-applied stain blockers and soil-resist treatments, your chances for success with spot cleaning are greatly improved if you act quickly and use the proper products, tools and techniques.

TAKE IMMEDIATE ACTION

Spot cleaning is often regarded as a cumbersome chore and very often the same large equipment used to perform deep cleanings of a large areas ends up being used to clean spots that should be attended to sooner. Don't delay cleaning spots until your regularly scheduled cleaning. The best time to treat a spot is when you see it, and a simple way to extract it is by blotting it with a plain, white absorbent towel. If your cleaning staff has towels at their disposal, they can quickly blot up as much of a fresh spill as possible.

If the spot has dried, blot it with a towel that has been damp- ened with plain water or a general-purpose spotter. This is a great first step to get as much of the contaminant out of the carpet as possible, and it can remove many common water- borne spots. If a residue remains, a spot extractor can be used at a more appropriate time and the spot will disappear with much less effort.

Another simple but effective option for spot cleaning is through the use of an absorbent compound. This method, often called dry extraction, uses an absorbent material that is applied to the affected area. The compound absorbs and dislodges the soil and is then easily vacuumed away. This cleaning method has the advantage of no drying time since little water is used.

SPILL AND SPOT CLEANING

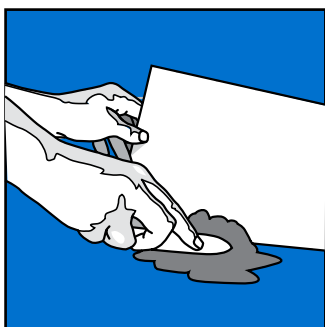
PROPER TOOLS FOR SPILL AND SPOT CLEANING

We recommend you have a “spot kit” on hand to deal with your most common spots and spills. You will need the following list of materials:

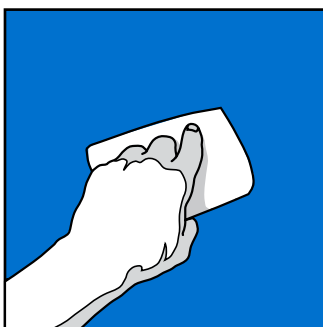
- Absorbent towels
- Water
- General purpose spotter or absorbent compound
- Bone spatula or soft bristle brush
- Small extractor or vacuum

MECHANICS OF MOST SPILL REMOVALS

The spill removal instructions below should work for most spills.



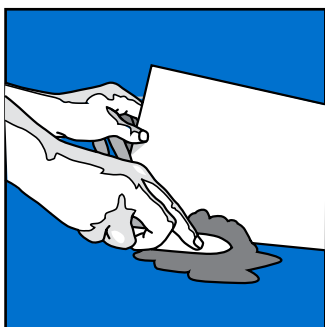
1. Blot or scrape up the substance (DO NOT SCRUB)



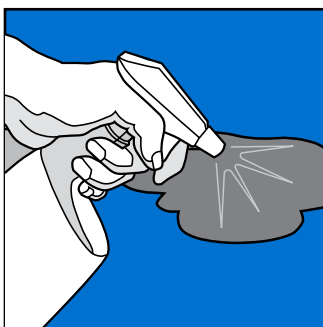
2. Use a water moistened towel to blot up remaining spill

MECHANICS OF SPOT REMOVAL.

The spot removal instructions below will work on a majority of the spots you may encounter.



1. Blot or scrape up the substance (DO NOT SCRUB)



2. Apply cleaning solution or absorbent compound to the affected area



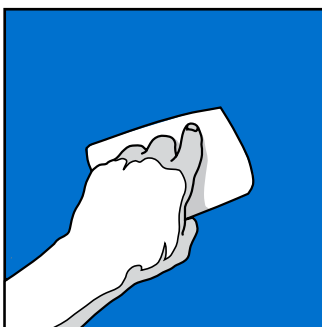
3.1 SPILL AND SPOT CLEANING

NOTE:

See section 3.2 on the next page for more detailed instructions about how to remove specific types of spots.



3. Agitate with bone spatula or soft bristle brush



4. Blot or extract the affected area or vacuum if absorbent compound was used (Repeat 2-4 if necessary)

SPILL AND SPOT CLEANING

TYPES OF SPOTS & HOW TO REMOVE

CATEGORY "A" SPOTS

Water based stains such as catsup, fruit juice, etc.

- STEP 1: Blot or extract to remove substance. Rinse thoroughly with clear water. Apply a mild carpet spotter cleaning solution sparingly and gently agitate the stained area. Blot or extract to remove substance. Rinse thoroughly with clear water to remove residue. Blot or extract to remove excess moisture.
- STEP 2: Repeat if necessary.

CATEGORY "B" STAINS

Petroleum based stains such as grease, oil, shoe polish, etc.

- STEP 1: Blot or extract to remove substance. Try implementing cleaning procedure for Category "A" stains using a mild carpet spotter.
- STEP 2: Blot or extract to remove substance. Apply only enough cleaning fluid to dampen the stained area. Gently agitate. Blot or extract to remove substance. Rinse thoroughly with clear water. Repeat as long as the stain continues to transfer from the carpet to the towel. Rinse thoroughly with clear water. Blot or extract to remove remaining excess moisture.
- STEP 3: Apply a specific POG (Paint, Oil and Grease) Dry Solvent Cleaner sparingly to a clean white towel or paper towel and apply to the stained area. Gently agitate. Blot or extract to remove substance. Rinse thoroughly with clear water. Blot or extract to remove excess moisture.

CATEGORY "C" STAINS

Coffee and tea based stains.

- STEP 1: Blot or extract to remove substance. Rinse thoroughly with clear water. Apply coffee stain remover according to manufacturer's recommendations. Rinse thoroughly with clear water to remove residue. Blot or extract to remove excess moisture.

CATEGORY "D" STAINS

Biological stains such as blood, urine, vomit, etc.

- STEP 1: Blot or extract to remove substance. Rinse thoroughly with clear water. Apply an alkaline disinfectant type cleaner (below 10 pH) according to manufacturer's recommendations. Rinse thoroughly with clear water to remove residue. Blot or extract to remove excess moisture.

MOST COMMON STAINS AND THEIR CATEGORIES

Asphalt *	B	Copier Toner	Vacuum only
Ball Point Pen	A	Cosmetics	B
Beer	A	Glue, Latex	B
Bleach	A	Grass	A
Blood	D	Grease *	B
Brass Stain	A	Ink, Copying	B
Betadine *	B	Ink, Permanent	B
Butter	B	Iodine *	B
Calcium Chloride (De-Icer)	A	Mildew	A
Candle	B	Oil *	B
Candy	A	Paint, Latex	A
Carbolic Acid (Disinfectant)	A	Paint, Oil *	B
Carbon, Black	B	Peanut Butter	A
Catsup	A	Perfume	A
Cement, Building	A	Salad Dressing	B
Cement, Contact	B	Shoe Polish	B
Chewing Gum	A	Soy Sauce	B
Children’s Drink Mix	A	Tea *	C
Chocolate	A	Tomato Juice	A
Cigarette Burn	A	Tomato Paste	A
Clay	A	Urine	D
Coke	A	Vomit	D
Coffee *	C	Wine	A

* These difficult stains must be treated immediately to ensure removal of the stain.

NEED ASSISTANCE? Contact Mohawk Technical Department at [800.387.9881](tel:800.387.9881) for any further information.



CAUTION:

The Mohawk Group does not recommend the use of a spin bonnet, as it can damage the fibers in your carpet.

INTERIM CLEANING METHODS

Interim cleaning is a cost effective way to keep your carpet attractive and odor free between hot water/wet extractions. Mohawk recommends two different methods of interim cleaning. The absorbent compound cleaning method, and the low moisture encapsulation cleaning method. Both methods use various chemicals to dissolve and absorb water and oil based soils, holding them until they are removed by vacuuming (dry extraction).

ABSORBENT COMPOUND CLEANING METHOD

This cleaning method uses an absorbent compound moistened with water and other cleaning agents. The compound absorbs the soil and spots as they are brushed into the carpet, and then removed by vacuuming.

ABSORBENT COMPOUND PROCESS

1. Vacuum thoroughly to remove as much dry soil as possible.
(Pile lifter will help remove embedded soil)
2. Apply the absorbent cleaning compound to the carpet. This may include the use of as pre-spray, depending on the type and severity of soiling.
3. Agitate with a counter-rotating brush machine, working the absorbent compound throughout the carpet to suspend and absorb the soil.
4. Vacuum thoroughly to remove the soil and dirty compound.

LOW MOISTURE ENCAPSULATION CLEANING METHOD

Low moisture encapsulation uses special chemistry formulated to encapsulate the soil and dry it into a crystalline form, which is then removed by vacuuming.

LOW MOISTURE ENCAPSULATION PROCESS

1. Vacuum thoroughly to remove as much dry soil as possible.
(Pile lifter will help remove embedded soil)
2. Apply the encapsulation pre-spray to the carpet.
3. Agitate the area with a counter-rotating brush machine.
4. Vacuum thoroughly once the carpet is dry.

INTERIM CLEANING

INTERIM CLEANING TIPS

- ➡ Operate equipment with slow, deliberate passes in length and width for maximum effectiveness.
- ➡ Heavy traffic areas may require multiple passes back and forth to sufficiently extract embedded soil.

RECOMMENDED EQUIPMENT

- ➡ For interim cleaning the Mohawk recognizes that there are many absorbent compound and low moisture cleaning brands available in the marketplace. We suggest that you analyze several brands for effectiveness and cost, to determine which best suits the needs of your facility.
- ➡ Closely follow all the manufacturer’s user instructions for the cleaning method you choose. Any cleaning method improperly carried out can lead to poorly maintained and damaged carpet.

INTERIM CLEANING FREQUENCIES

The table below is provided as a general reference for how often different types of traffic areas should be Interim cleaned during normal situations.

AREA TYPE	TRAFFIC CONDITION	INTERIM CLEANING FREQUENCY
Entry	Heavy	18 Times / Year
Ground Floor Halls	Heavy	18 Times / Year
Breakroom or Food Areas	Heavy	18 Times / Year
Above Ground Halls	Medium	9 Times / Year
General Office Areas	Medium	9 Times / Year
Classrooms/Guest Rooms	Medium	9 Times / Year
Hospital/ School Corridors	Medium	9 Times / Year
Conference Rooms	Medium	9 Times / Year
Nursing Stations	Medium	9 Times / Year
Supply Rooms	Medium	9 Times / Year
Patient Rooms*	Medium	9 Times / Year
Executive Offices	Light	3 Times / Year
Boardrooms	Light	3 Times / Year

* Occupancy and traffic will determine frequency



4.1 INTERIM CLEANING

CLEANING FREQUENCIES FOR A TYPICAL CORPORATE OFFICE

HEAVY COMMERCIAL TRAFFIC

The classification of heavy commercial traffic refers to public spaces such as main corridors, lobby and entrance areas, vending machine areas, airports, casinos, assisted living and retail facilities.

MEDIUM COMMERCIAL TRAFFIC

Medium Commercial areas are those that must withstand high foot traffic such as school corridors and classrooms, administrative and general office areas.

LIGHT COMMERCIAL TRAFFIC

Light traffic areas include executive offices, boardrooms and cubicles. Traffic is minimal, thus reducing the soil in this area.

DEEP CLEANING

CAUTION:

Mohawk does not recommend the use of a spin bonnet, as it can damage the fibers in your carpet.



When selecting chemicals and equipment, a great place to start is the Carpet and Rug Institute's (CRI) Seal of Approval list. The chemicals and equipment listed at www.carpet-rug.org have been tested in an independent, certified laboratory and have met minimum standards for cleaning efficacy.

DEEP CLEANING

Deep Cleaning is restoring the carpet's appearance by extracting soil and substances that can damage your carpet. Mohawk recommends hot water extraction as the most effective method to give restorative deep cleaning results. Soil is abrasive and will cause premature wear of the fibers if it is not properly removed and hot water extraction is the only method that can remove the soil and residue from deep down in the fibers.

HOT WATER EXTRACTION CLEANING METHOD

Hot Water extraction, performed with truck-mount, portable, or self-contained equipment, uses the high-pressure force of water injected into the carpet followed by powerful vacuum suction to remove suspended soil. The process happens almost instantaneously and does not allow cleaning agents to have adequate dwell time. Therefore, the only cleaning agent you should use in the machine's tank is an acidic rinse agent to help return the pH to neutral, or a de-foamier to cut down on the accumulation of detergent foam in the machine. Instead, use your cleaning agent as a pre-spray, agitate, and then rinse with your extractor using plain water.

HOT WATER EXTRACTION CLEANING METHOD

1. Vacuum thoroughly to remove as much dry soil as possible.
2. Pre-spray with cleaning agent
3. Agitate with a counter rotating brush or carpet rake to work the pre-spray throughout the carpet pile and suspend the soil
4. Rinse with plain water

NOTE: During extraction, it is essential to extract as much moisture as possible with dry passes (3 to 4 dry passes per each wet pass). Enhance the drying time by using air movers allowing three to four hours drying time after the last extraction before traffic is allowed on the carpet.

DEEP CLEANING

HOT WATER EXTRACTION TIPS

- ➡ Test the cleaning agent to be sure it dries without stickiness or residue; otherwise it can cause rapid re-soiling.
- ➡ Use only cleaning agents that have a pH factor below 10 and contain low levels of volatile organic compounds (VOCs).
- ➡ When preformed properly, carpet should be dry within 4-6 hours.
- ➡ We recommend the use of portable or truck-mounted equipment or self-contained extractors. Extractors incorporating a brush between the water jet and vacuum are recommended.
- ➡ Remove as much moisture as possible with dry passes.
- ➡ Enhance drying time by using air movers and, if possible, do not permit traffic on the carpet until it is dry.

RECOMMENDED EQUIPMENT

- ➡ Presprays are a vital part of a good hot water extraction.
- ➡ Dual cylinder brush scrubber is recommended to agitate and pile lift the yarn.
- ➡ All equipment and chemicals must be CRI approved.

DEEP CLEANING FREQUENCIES

The table below is provided as a general reference for how often different types of traffic areas should be Deep cleaned during normal situations.

AREA TYPE	TRAFFIC CONDITION	DEEP CLEANING FREQUENCY
Entry	Heavy	6 Times / Year
Ground Floor Halls	Heavy	6 Times / Year
Breakroom or Food Areas	Heavy	6 Times / Year
Above Ground Halls	Medium	3 Times / Year
General Office Areas	Medium	3 Times / Year
Classrooms/Guest Rooms	Medium	3 Times / Year
Hospital/ School Corridors	Medium	3 Times / Year
Conference Rooms	Medium	3 Times / Year
Nursing Stations	Medium	3 Times / Year
Supply Rooms	Medium	3 Times / Year
Patient Rooms*	Medium	3 Times / Year
Executive Offices	Light	1 Times / Year
Boardrooms	Light	1 Times / Year

* Occupancy and traffic will determine frequency



CLEANING FREQUENCIES FOR A TYPICAL CORPORATE OFFICE

HEAVY COMMERCIAL TRAFFIC

The classification of heavy commercial traffic refers to public spaces such as main corridors, lobby and entrance areas, vending machine areas, airports, casinos, assisted living and retail facilities.

MEDIUM COMMERCIAL TRAFFIC

Medium Commercial areas are those that must withstand high foot traffic such as school corridors and classrooms, administrative and general office areas.

LIGHT COMMERCIAL TRAFFIC

Light traffic areas include executive offices, boardrooms and cubicles. Traffic is minimal, thus reducing the soil in this area.

BEYOND VACUUMING AND ROUTINE SPOT CLEANING

In addition to preventive maintenance, proper vacuuming and spot cleaning, a planned program of both interim and deep cleaning is the best approach to maintain your carpet's appearance by extracting soil and substances that can damage your carpet.

When deciding on the right carpet for your business, it was necessary to consider many factors unique to your own needs. The same is true when considering the most appropriate cleaning method for your carpet. Just as there is no "one-size-fits-all" carpet, there is no "one-size-fits-all" maintenance program.

However, there are cleaning principles that apply across the spectrum, and apply to carpet the same way they apply to cleaning any other object. We refer to these principles as **TACT...**

➡ TIME ➡ AGITATION ➡ CHEMISTRY ➡ TEMPERATURE

TIME is for dwell time, allowing the cleaning agent to do its work in breaking the bond between the soil and fiber and either dissolving it, absorbing or encapsulating it. Just as we don't apply toothpaste to our teeth and immediately spit it out, we can't expect good results if we apply cleaning agents to the carpet and then immediately remove them.

AGITATION is for mechanical agitation, which serves to work the cleaning agent throughout the carpet pile and to help break the bond between the soil and the carpet fibers.

CHEMISTRY is any carpet-appropriate cleaning agent that is used to remove soil. Different types of soiling require different types of cleaning agents. We use chemistry in cleaning every day of our lives and should not be afraid to use it appropriately when cleaning carpet.

TEMPERATURE means using the appropriate temperature for the type of soiling. This mainly applies to wet extraction and does not always mean heat. Heat is a catalyst that speeds up chemical reactions and aids in the cleaning process by helping to lower surface tension and loosen most soiling bonds.

These principles apply regardless of the cleaning method you employ. Optimal cleaning results will be achieved when using all of these principles together. Should you find that one of the principles is not available to you such as lack of hot water, you will need to increase the use of the other principles, i.e., more agitation or dwell time to achieve equitable results.

ANNUAL INTERIM & DEEP CLEANING FREQUENCIES

The table below is provided as a general reference for how often the three different types of traffic areas (Heavy, Medium & Light) should be cleaned during normal situations.

WEEK	CLEANING TYPE	WEEK	CLEANING TYPE
01	Interim	27	Interim
02	Interim	28	Interim
03	Interim	29	Interim
04	Interim	30	Interim
05		31	
06	Interim	32	Interim
07	Interim	33	Deep
08	Deep	34	Deep
09		35	
10	Interim	36	Interim
11	Interim	37	Interim
12	Interim	38	Interim
13		39	
14	Interim	40	Interim
15	Deep	41	Interim
16	Deep	42	Deep
17	Interim	43	Deep
18		44	
19	Interim	45	Interim
20	Interim	46	Interim
21	Interim	47	Interim
22		48	
23	Interim	49	Interim
24	Interim	50	Deep
25	Deep	51	Deep
26		52	

TRAFFIC CONDITION

Heavy Commercial Traffic
Medium Commercial Traffic
Light Commercial Traffic

DEEP CLEANING

NOTES

EXCEPTIONAL FLOORING FOR DEMANDING SPACES

Regardless of the space, the demand for maximum flooring performance remains critical. Aladdin Commercial specializes in fitting the right high performance and the longest possible life cycle. With proper routine maintenance, such as vacuuming and following simple cleaning instructions, carpet from Aladdin Commercial will maintain its beauty for years. In fact, carpet will allow your custodial crew to clean more space in the same eight-hour shift than spaces with hard surfaces. Let us show you the value of our carpet and how easy it is to protect your investment.

OUR ENVIRONMENTAL COMMITMENT

Aladdin Commercial, a subsidiary of Mohawk Industries Inc., is committed to manufacturing processes that have the least impact on our environment. We practice energy conservation and reduce landfill waste by recycling manufacturing by-products. We encourage you to join us in our environmental commitment by properly maintaining your carpet. A planned maintenance program will keep your carpet looking good longer so it stays out of the landfill. Properly maintained carpet can also help improve the air in your workplace by acting as a filter. The end result is much better performance, higher employee morale and a healthier work environment.

TO LEARN MORE ABOUT MOHAWK AND THE PRODUCTS WE OFFER, CONTACT YOUR LOCAL SALES REPRESENTATIVE OR VISIT OUR WEBSITE AT: www.mohawkflooring.com.

WARNING!

Do not use these cleaning products on any Aladdin carpet:

- Chlorinated cleaning solutions
- Quarternary solutions
- Oil-based de-foamers
- Petroleum distillates
- Toxic or flammable solvent-based cleaners

Cleaning products should have a pH level below 10 for nylon carpet. Water temperature should never exceed 160 degrees.

ADDRESS

160 S. Industrial Blvd., GA 30701

TELEPHONE

1.888.387.9881

MOHAWKFLOORING.COM

AAAA 0000000000

Aladdin[™]
COMMERCIAL

COLORSTRAND FIBERS – WARRANTY



160 South Industrial Blvd.
Calhoun, GA. 30701
Dalton, GA 30721

www.mohawkflooring.com

Technical Services Department
508 East Morris St.
Dalton, GA 30721
888.387.9881

This limited warranty applies only to the purchaser of Mohawk carpets for indoor commercial installations. This warranty applies only to those products produced with ColorStrand fibers specifically designated by Mohawk.

Provided the designated carpet, manufactured with ColorStrand fibers, has been properly installed and maintained in the specified commercial location in strict accordance with Mohawk's instructions and procedures and subject to the limitations set forth herein, including the specifications and manufacturing tolerances established for the product, Mohawk warrants to the original Owner, the following:

I. Items Under Warranty:

Mohawk warrants the following for the normal useful life of the carpet.

1. **Wear** - Carpet will not wear more than 10% of their surface pile weight from abrasive wear. "Abrasive wear" means fiber loss from the carpet through normal abrasion, not crushing or flattening of the carpet pile in any area, nor staining, soiling, fading, or change in carpet appearance, nor fiber loss due to abnormal usage of the carpet;
2. **Static** - Carpet will not give static discharges in excess of 3.5 KV when tested under AATCC Test Method 134 (Step); and
3. **Colorfastness to Light** - Carpets will resist change color due to sunlight exposure to exceed the equivalent of 4.0 on the gray scale for color change as measured in accordance with AATCC Method 16E.

Mohawk warrants the following for ten (10) years from the date of invoice

4. **Colorfastness to Atmospheric Contaminants** - Carpets will resist change color due to atmospheric contaminants (Ozone and Nitrous Oxides) as measured by AATCC 164 and AATCC 129. Tested carpet will not rate less than a 3.0 rating on the grey scale for color change.
5. **Stain** - Carpet will resist permanent stains caused by spills of all conventional acid based substances per the AATCC Gray Scale for Evaluation Change in Color. This is not a cleaning contract. In order to make a claim under this warranty, the Owner must have attempted to remove the stain within three (3) working days after occurrence of the spill, and notify Mohawk immediately if the stain removal is unsuccessful. If, in testing and analysis performed by Mohawk, and subject to the other limitations set forth herein, the tested carpet or the cleaned area is found to have a rating of less than 8 under the AATCC Gray Scale for Evaluation Change in Color, Mohawk will pay for the attempted removal of the stain and replace the original carpet in the affected area up to 100 times the size of the stain. If the stain is successfully removed per Mohawk recommended procedures, all stain removal costs will be the responsibility of the Owner.

II. Limitations - This warranty does not include:

1. Disfigurement or damage caused by abnormal use or any damage to the carpet not arising out of a manufacturing defect in the carpet, including such disfigurement or damage as tears, burns, pulls, cuts, floods, excessive alkalinity, excessive moisture, installation on stairs, damage resulting from improper cleaning agents or methods, neglect or damage in transit;
2. This warranty specifically excludes general soiling, discoloration, appearance change, due to pile distortion, and exposure to substances or contaminants which degrade or destroy nylon yarn or the color of the carpet. Also, this warranty specifically excludes carpet which has been surface treated with materials not recommended or approved by Mohawk, or which has been subjected to abnormal use or conditions or to cleaning agents or maintenance methods not recommended or approved by Mohawk.
3. Abuse by any athletic equipment such as roller skates, ski boots, or golf shoes.
4. Differential fading from light exposure, dye lot differences, and soiling.
5. Any condition that would have been visible upon inspection prior to installation.
6. Any condition resulting from other than ordinary wear, or from any use for which the product was not designed.

III. Owner Obligation

1. Owner must submit notice of all claims under this warranty to Mohawk, within a reasonable time after discovery of the alleged defect and within the specified warranty period.
2. Claims must be submitted at www.mohawknet.com or in writing and delivered to the following:

Mohawk
Attention: Claims Department
508 East Morris St.
P.O. Box 1448 Dalton, GA 30721

3. If Mohawk determines that carpet is to be replaced or repaired under the terms of this warranty, all areas must be free of all equipment, furnishings, partitions, and the like at the Owner's expense.

IV. Warranty Remedies

1. After receipt of proper written notice of the claim, Mohawk may designate a representative to inspect the carpet with the Owner's representative.
2. Subject to the above warranty limitations and Owner's obligations, Mohawk shall, at its sole discretion, repair or replace the affected carpet or refund the proportional purchase price for the affected area.

3. Any replacement will be made with a comparable product selected by Mohawk from the current Mohawk running line. However, Mohawk obligation shall not include the reimbursing of any indirect costs or incidental or consequential damages, however incurred. By way of example and not limitation, damages arising from the interruption of use of the spaces affected or expenses in removing furniture or equipment from the affected area shall not be included in its obligation.

4. The remedies provided in connection with this limited warranty are expressly in lieu of any other remedies provided under any other express or implied warranty, INCLUDING ANY WARRANTY BY MODEL OR SAMPLE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, and of any other obligation on the part of Mohawk. This warranty supersedes any additional or inconsistent warranty(ies) set by the dealer, Owner, or any third party. In no event shall Mohawk be liable for any incidental or consequential damages. No modification of this warranty shall be effective unless in writing and signed by an authorized representative of Mohawk.

Please Note: Some States do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts. The above limitation or exclusion may not apply in some situations.

This warranty provides the Owner specific legal rights, and the Owner may also have other rights which vary from state to state. Except for these rights, the remedies provided under this warranty state the limit of Mohawk responsibilities.

V. Mediation/Arbitration:

1. If a dispute arises out of or relates to this warranty, or the breach thereof, and if said dispute cannot be settle through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in Atlanta, Georgia before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this warranty , or breach thereof, shall be finally settled by arbitration administered by the American Arbitration Association in Atlanta, Georgia and in accordance with its Commercial Arbitration Rules and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

2. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

3. The arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules.

4. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Georgia.

** "For the normal useful life of the carpet" is defined as the life of the carpet with equitable adjustment to reflect the value of the Owner's use of the carpet. This warranty is not transferrable.

This ten (10) year warranty is subject to an equitable adjustment to reflect the value of the Owner's use of the carpet. This warranty is not transferrable.

Aladdin Commercial is a division of Mohawk Carpet Distribution, Inc.